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MG01

Particulars of a mortgage or charge

Oyez

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

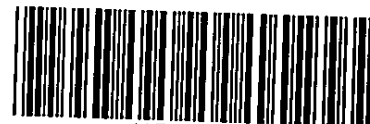
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

TUESDAY



AZ9U2Q48

A09

21/12/2010

4

COMPANIES HOUSE

Company details

Company number

0 4 8 4 0 8 6 9

Company name in full

AS Fire and Rescue Equipment Limited

3

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

Date of creation of charge

Date of creation

17 12 2010

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Cross-Guarantee and Debenture dated 17 December 2010 relating to Loan Notes and made
between (1) Supply 999 Holdings Limited, (2) Supply 999 Limited, (3) AS Fire and Rescue
Equipment Limited, (4) Todd Research Limited (each a "Company" and together the
"Companies") and (5) Spring Ventures LLP as agent and trustee for the Lenders (as
defined in the Investment Agreement) (the "Security Trustee") (the "Deed").

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Each Company covenants with the Security Trustee that it will
on demand pay to the Security Trustee (as agent and trustee for
the Lenders) or discharge, as the case may be, all Secured
Liabilities when the Secured Liabilities become due.

Each Company covenants with the Security Trustee that it shall
on demand pay to the Security Trustee or the Receiver, as the
case may be, and discharge all Costs payable by it pursuant to
the Deed on a full and unlimited indemnity basis, together with
interest at the Default Rate (as defined and calculated in
accordance with clause 3 of the Deed) from the date the relevant
Cost was expended, incurred or suffered (whichever is the
earlier) by the Security Trustee or the Receiver, as the case may
be, until full discharge of such Cost

continued

Continuation page

Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Spring Ventures LLP (as agent and trustee for the Lenders (as

Address defined in the Investment Agreement)) of 1 London Street,

Reading

Postcode R G 1 4 Q W

Name

Address

Postcode

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

By way of continuing security in favour of the Security Trustee as agent and trustee for the Lenders for the payment and discharge of the Secured Liabilities, each Company with full title guarantee charges to the Security Trustee or assigns to the Security Trustee (as the case may be) the property set out below in the manner set out below (the assignment set out below is an absolute assignment for the purposes of Section 136 of the LPA (Legal assignments of things in action) and is not made by way of charge only)

1. By way of first fixed charge the Property and all rights relating to such Property.
2. By way of absolute legal assignment, its Contracts to the extent that the same are capable of being assigned.
3. By way of first fixed charge, its Book Debts.
4. By way of first fixed charge the Intellectual Property owned, possessed or controlled by such Company.
5. By way of first fixed charge, its Plant and Machinery
6. By way of first fixed charge. (a) the Shares; (b) the Securities, (c) all Derivative Assets of a capital nature, and (d) all Derivative Assets of an income nature.
7. By way of first fixed charge, all the goodwill and uncalled capital for the time being of such Company.
8. By way of first floating charge, all the undertaking and assets of such Company whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of such Company referred to above which are, for any reason, not validly charged or assigned pursuant to paragraphs 1 to 7 (inclusive) above.

The floating charge created by the Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

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Particulars of a mortgage or charge

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

Signature

Please sign the form here

Signature

Signature

X *Osborne Clarke*

X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Linda Williams

Company name

Osborne Clarke

Address

Apex Plaza

Forbury Road

Reading

Post town

County/Region

Postcode

R G I I A X

Country

DX

Telephone

0118 9252070

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge



	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Each Guarantor (as defined in the Deed) irrevocably and unconditionally guarantees that it will on demand pay to the Security Trustee (as agent and trustee for the Lenders) all Secured Liabilities covenanted to be paid or discharged by each Company pursuant to clause 2 of the Deed (described as above), (save to the extent that such Company on first demand pays such moneys or discharges such obligations and liabilities when the same are due and save to the extent that such Guarantor is the principal debtor in respect thereof), and undertakes to indemnify and hold the Lenders) on demand by the Security Trustee) harmless against all losses, costs, expenses, claims and liabilities whatsoever which the Lenders may suffer or incur or otherwise sustain in connection with the moneys, obligations and liabilities covenanted to be paid or discharged pursuant to clause 2 of the Deed, any loan, loans, facility or facilities granted by the Lenders to any Company or any variation, extension, renewal or replacement thereof as a result of any default by any Company.</p> <p>Negative Pledge</p> <p>No Company shall: (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of its Charged Property except for any Permitted Security Interest; (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of its Charged Property; (c) permit or agree to any variation of the rights attaching to the whole or any part of its Charged Property; (d) do, cause or permit to be done anything which may in the opinion of the Security Trustee, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee (whether monetary or otherwise) of the whole or any part of its Charged Property; (e) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of its Book Debts save as expressly provided in the Deed; (f) take any steps for the appointment of an Administrator without giving to the Security Trustee 5 Business Days' notice of intention to do so, and (g) none of the foregoing provisions in clause 8 of the Deed shall be construed as limiting any powers exercisable by any Receiver appointed by the Security Trustee hereunder and being an agent of any Company</p>	

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions:

"Book Debts" means: (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Company; and (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

"Charged Property" means with respect to a Company the whole or any part of the property, assets, income and undertaking of such Company from time to time mortgaged, charged or assigned to the Security Trustee pursuant to the Deed

"Contracts" means all of any Company's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which such Company is a party.

"Costs" means all costs, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

"Derivative Assets" means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Securities, Shares or any Derivative Assets previously described

"Finance Parties" means the Security Trustee and the Lenders.

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by any Company and deemed by law to be immovable property other than tenant's fixtures.

"Guarantor" means any Company insofar only as it under the Deed covenants to pay or discharge moneys, obligations or liabilities due, owing or incurred by a Company other than itself to the Finance Parties and "Guarantors" and "Guarantee" shall be construed accordingly and the latter expression shall extend to every separate and independent stipulation or agreement contained in Schedule 3 (Guarantee Provisions).

"Intellectual Property" means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Permitted Security Interest" means (a) the security constituted by the Deed; and (b) liens arising by operation of law in the ordinary course of business.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Deed become, the property of any Company.

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Deed become, the property of any Company, all proceeds of sale derived from such property and the benefit of all covenants to which such Company is entitled in respect of such property.

"Receiver" means any receiver appointed pursuant to the Deed including for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver.

"Secured Liabilities" means all moneys, debts and liabilities from time to time due, owing or incurred by any of the Companies to any of the Lenders or their assignee or successor on any current or other account whatsoever or pursuant to the Loan Note Documents (as defined in the Deed) in each case (a) whether present or future; (b) whether alone or jointly with any other person; (c) whether actual or contingent; (d) whether as principal or as surety, (e) in whatsoever name, firm or style; (f) in whatsoever currency denominated, or (g) otherwise, including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Lenders for or at the request of any Company together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges.

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Company, including, without limitation, any of the same specified in Schedule 2 (The Shares) of the Deed, together with all property and rights of the Company in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere

"Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold back" or "flawed asset" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security

"Shares" means all stocks, shares and other securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of any Company both present and future in any company, firm, consortium or entity wheresoever situate.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO 4840869
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CROSS-GUARANTEE AND
DEBENTURE DATED 17 DECEMBER 2010 AND CREATED BY AS
FIRE & RESCUE EQUIPMENT LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ANY OF THE
COMPANIES TO ANY OF THE LENDERS OR THEIR ASSIGNEE
OR SUCCESSOR AND ALL MONIES DUE OR TO BECOME DUE
FROM EACH COMPANY TO SPRING VENTURES LLP (AS AGENT
AND TRUSTEE FOR THE LENDERS) OR THE RECEIVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 21 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 DECEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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